

PROGRAM OF REQUIREMENTS

This chapter includes the requirements set by the Contracting Authority concerning the requested services and the prices and rates.

By submitting a Proposal, the Contractor unconditionally agrees to the set of requirements. Failure to comply with one or more requirements will result in your Proposal being disqualified from the assessment process and therefore excluded from the tendering process.

By submitting a Proposal, you as Contractor, explicitly consent to all requirements and conditions specified in this Tender document and declare that you will continue to comply with these throughout the entirety of the contract period. Furthermore, you confirm that you will comply with all the specified prices and rates, including any agreed indexation. Failure to comply with one or more requirements will result in your Proposal being disqualified from the assessment process and therefore, excluded from the tendering process.

1.1 Requirements relating to the contractor (RF)

RF1	<p>The Contractor shall act as an independent advisor to Invest International in relation to projects supported or financed by Invest International, including under the DRIVE and D2B programmes.</p> <p>Services under this framework agreement may therefore be provided in support of DRIVE and D2B projects, provided that such services are commissioned and paid for directly by Invest International under this framework agreement.</p> <p>However, to avoid conflicts of interest, the Contractor (including any affiliated entities) shall not, during the term of the framework agreement, participate in or perform feasibility studies, technical studies, or any other project preparation or implementation activities financed from DRIVE or D2B project budgets.</p> <p>This means that the Contractor may act as advisor to Invest International in relation to DRIVE or D2B projects, but may not act as beneficiary, (study) contractor or sub-contractor or implementation contractor using DRIVE or D2B funds.</p>
RF2	<p>If the Contractor discovers a conflict of interest in relation to the Framework Agreement and/or Further Agreements or Assignments, he/she shall immediately report this to the Contracting Authority. The Contracting Authority may then require, even if it itself discovers a conflict of interest, that the Contractor immediately replace the expert with another person.</p>
RF3	<p>The Contractor possesses all (environmental) permits and certifications required to fulfil the Assignments and provide proof thereof.</p>

1.2 Requirements relating to the consultants (RC)

RT1	The consultants have the competences, experience, education, and knowledge to execute the Assignments under the Framework Agreement with positive results.
RT2	The consultants have a good command and proficiency of spoken and written English. For non-native speakers, a proficiency level of at least C1.
RT3	At least one senior consultant is fluent in spoken and written French and can be deployed on our projects in French-speaking countries. For non-native speakers, a proficiency level of at least C1.
RT4	The consultants carrying out the “Advisory Assignments” can perform assignments as mentioned in the Terms of Reference (Appendix 5) for the applicable lot.
RT5	The consultants carrying out the “Advisory Assignments” understand and assess compliance with the DRIVE Policy Rules and Criteria (Staatscourant 2026, 11349 Overheid.nl > Officiële bekendmakinge) in an advisory capacity, including: - assessing project documentation against applicable DRIVE requirements; and - identifying and flagging risks, gaps or non-compliance.
RT6	Infrastructure projects that are funded by the DRIVE grant instrument of the Dutch MOFTDC shall comply with the requirements of the DRIVE policy rules, such as technical feasibility, economic and financial viability, institutional sustainability, additionality, and environmental and social management in conformity with the IFC’s Performance Standards (PS). The consultants carrying out the “Advisory Assignments” have the knowledge and experience to work with these requirements.
RT7	The consultants carrying out the “Advisory Assignments” are expected to support the implementation of the Contracting Authority’s strategic ambitions or address some operational resources constraints, for which the Contracting Authority may contract specialized Advisory Services at its own costs like high quality expertise to support its internal processes like reviewing studies as part of approval process and the appraisal of DRIVE projects, streamline its (limited) resources and access comprehensive guidance from specialists on new topics and innovative approach to public infrastructure delivery.
RT8	If necessary, the consultant(s) will do on-site visit(s).
RT9	The proposed consultants will execute the assignments.
RT10	If, in extreme cases, a consultant needs to be replaced, this will be done by a consultant of comparable quality and experience at the same hourly rate and with the prior consent of the Contracting Authority.
RT11	After formal confirmation of an assignment by the Contracting Authority, the Investment Manager shall be entitled to communicate directly with the consultant assigned to perform the assignment. From that moment onwards, all operational communication regarding the assignment shall take place directly between the Investment Manager and the assigned consultant. The Contractor shall ensure that such direct communication is facilitated.

1.3 Requirements relating to prices (RP)

RP1	Contractor shall, by completing the Appendix 7 'Priceshet' (mandatory attachments to be used) provide an overview in the maximum rates to be applied for this Framework Agreement. All requested rates must be completed.
RP2	Rates are all inclusive. This means that they include all costs such as, but not limited to, salary costs or other deployment compensation, coordination costs, overhead costs (e.g. salary costs of support staff, input-days related to contract management or administration of the Framework Agreement), costs for support work, costs for the use of equipment, BYOD costs, parking costs, training costs, replacements, premiums, charges, profit, reports, management, costs for proof charges, insurance costs, any costs for e-invoicing, as well as the (desk) margin or mark-up for the execution of the Framework Agreement.
RP3	Discounts, if any, should be internalised in the final prices and rates.

RP4	If the Contractor indicates that no VAT is applicable, it undertakes to provide documentary proof of this to the Contracting Authority within 15 calendar days of the request.
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1.4 Requirements VAT (RV)

RV1	The maximum price excludes Dutch VAT or reverse charge VAT if the Contractor is established in (the European part of) another EU Member State or VAT due under the law of Norway, Iceland, Liechtenstein.
RV2	The maximum price further includes all taxes, levies or duties not specified herein, which have been or will be levied in or outside the Netherlands, by a country or part of a country (which has the power to levy taxes independently).
RV3	The maximum price is inclusive of any transaction and/or foreign exchange and/or other charges payable by the Contractor on account of exchange of charges incurred by the Contractor in other currencies to Euro or vice versa.
RV4	The Contractor indemnifies the Contracting Authority against any claims from the Dutch Tax and Customs Administration (Belastingdienst) or other tax authorities.
RV5	If the Contractor indicates that no VAT is applicable, then he agrees to provide documentary proof of the grounds for this to the Contracting Authority within fifteen calendar days of the request to do so.
RV6	Contractor is liable for any extra costs for Dutch and/or foreign VAT due if he incorrectly charges no VAT or an incorrect amount of VAT to the Contracting Authority. If applicable, he is liable for accurate payment of VAT in the Netherlands and outside the EU, except for the case stipulated in the following sentence. If the Contracting Authority procures a service from a foreign business and Dutch tax law considers the work to have been performed in the Netherlands, then the Contracting Authority is liable for the payment of VAT to the Dutch Tax and Customs Administration for this/these service(s) performed in the Netherlands.
RV7	Contractor guarantees that the amounts specified in his proposal are inclusive of all taxes and levies (including amounts considered equivalent to taxes or levies), regardless of their description and wherever in the world they may have been levied.
RV8	Contractor indemnifies the Contracting Authority against any claims from any tax authority for any taxes, levies or contributions considered equivalent to taxes or levies, originating from either the Netherlands or outside the Netherlands.
RV9	Given the nature of this assignment, which includes development cooperation that exclusively benefits a developing country, a VAT rate of 0% applies to the amount specified on the quotation provided the Contractor is established in the Netherlands and his organisation is registered as an entrepreneur for VAT purposes. For extra certainty in this matter, Contractor can request a declaration of exemption from VAT from the tax inspector. More information on this matter can be found within the decree issued by the Ministry of Finance on 21 September 2015 (no. BLKB/2015/76M). If Contractor submits a statement from the tax inspector within 30 days of the award of the Contract that specifies that a different VAT rate applies, then the contract price will be increased to include the applicable VAT rate. The Contractor is liable for any costs (extra or otherwise) if he incorrectly charges no VAT or an incorrect amount of VAT to the Contracting Authority.
RV10	If the Contractor believes that his work is being taxed simultaneously (in part or in full) in both the Netherlands and a foreign country (outside the EU), then he agrees to provide evidence from the foreign tax authorities in question that prove VAT has been levied on one of the services/amounts substantiated by him in the quotation. Contractor provides this statement in English. If the statement from the foreign tax authorities is not in English, then Contractor agrees to provide a sworn translation of this statement, the costs of which will be borne by the Contractor.